

DOC. # 5521
ADOPTED
8/19/92

LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY

AND

THE CITY OF BOSTON, ACTING BY AND THROUGH
THE PARKS AND RECREATION DEPARTMENT

This Agreement is made as of the ____ day of _____, 1992 by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and the City of Boston, Acting By and Through the Parks and Recreation Department, hereinafter called the Licensee.

A license to occupy the License Area, as generally described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area, located on a portion of South End Disposition Parcel 16B at the corner of Columbus Avenue and Davenport Street, contains approximately 48,407 square feet of vacant land and is to be solely used for the purpose of off-street parking of motor vehicles for Boston Parks and Recreation spectators and participants of events at the Carter Playground located across Columbus Avenue.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. The License Area is to be vacated on thirty (30) days written notice by the Licensor. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.
4. The License shall be for a period of three (3) years from date of execution or until development starts on Parcel 16B. (See Special Condition #20.)
5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings,

necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand (\$500,000) Dollars for property damage, One Million (\$1,000,000) Dollars for injury or death to one person, and Two Million (\$2,000,000) Dollars for injury or death to more than one person in a single accident. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.
7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.
The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.
11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with

any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.

12. Failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

WITNESS:

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Theodore S. Chandler, Acting Director

THE CITY OF BOSTON, ACTING BY AND
THROUGH THE PARKS AND
RECREATION DEPARTMENT

By: _____
Lawrence A. Dwyer, Commissioner

Approved as to form:

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.
11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
12. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.
13. Nothing within this License shall prevent the Licensor from reserving their right to enter into Licenses for special events of limited duration, upon written notification by the Director to the Licensee.
14. The Licensee shall at all times maintain and operate the parking facilities in accordance with the Boston Zoning Code, and rules and regulations of the City of Boston Traffic and Parking Department and, if applicable, the City of Boston Air Pollution Control Commission, and in a manner fully satisfactory to the Licensor, and promptly and completely comply with whatever rules and directions the Licensor, in the exercise of its discretion shall issue.
15. The Licensee at any one time shall not park within the License Area more than 100 vehicles or that number of vehicles set forth in a plan for additional improvements to the License Area approved by the Licensor.
16. Licensee shall install and maintain at its costs all necessary lighting and shall be responsible for usage and lighting.
17. Licensee shall assume all cost of security of the License Area. Licensee agrees that when License Area is not in operation all gates or entrances must be properly secured.
18. Licensee shall maintain in operation, continuously from dusk to dawn, and such other times as may be deemed necessary by the Licensor, the lighting on the parking lot within the License Area.
19. Licensee shall install and maintain at its expense all gates and fencing necessary during the term of the Agreement and Licensee will restore at its expense any fences to a satisfactory condition as determined by the Licensor.
20. Within the terms of this License Agreement, it is expressly stated that it is the intention of the Licensor to, at some future time, publicly solicit proposals for the

long-term use of the License Area. This License carries with it no right or favor towards the future re-use of the parcel.

21. The Licensee shall take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees and plantings on or off the premises and shall repair and replace or otherwise make good as directed by the Licensor, any damage so caused. All streets and sidewalks shall be kept free of all debris and equipment to provide safety and minimum inconveniences to the public.

EXHIBIT A

Parcel 16, currently owned by the BRA (Licensor), is bounded by Columbus Avenue, Davenport Street, Tremont Street and a new street recently constructed in the South End. This parcel consists of approximately 78,407 square feet of vacant land. The BRA proposes to enter into a temporary License Agreement with the City of Boston Parks and Recreation Department for a portion of Parcel 16B located at the corner of Columbus Avenue and Davenport Street for approximately 48,407 square feet of vacant land for off-street parking of motor vehicles for Boston Parks and Recreation spectators and participants of events at the Carter Playground located across Columbus Avenue.

RES5/05.CON
081892/8

AUGUST 19, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE CHANDLER, ACTING DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
MICHAEL BARTOSIAK, ASSISTANT DIRECTOR FOR
REAL ESTATE SERVICES
BEVERLEY JOHNSON, DEPUTY DIRECTOR FOR
COMMUNITY ECONOMIC DEVELOPMENT

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56

SUMMARY: THIS MEMORANDUM REQUESTS THE BOSTON REDEVELOPMENT AUTHORITY (BRA) TO AUTHORIZE THE DIRECTOR TO EXECUTE A LICENSE AGREEMENT WITH THE CITY OF BOSTON, PARKS AND RECREATION DEPARTMENT FOR THE USE OF A PORTION OF PARCEL 16B FOR AN INTERIM PARKING FACILITY. NO COST WILL BE INCURRED BY THE BRA.

Lawrence Dwyer, Commissioner, Department of Parks and Recreation, has requested authorization from the BRA to use a portion of Parcel 16B as an interim parking facility. The license area is bounded by Columbus Avenue and Davenport Street and consists of about 48,407 square feet of vacant land in the South End Urban Renewal Area, Project No. Mass. R-56.

On September 30, 1992, the BRA awarded tentative designation on Parcel 16 A and B to Douglass Plaza Associates Phase One Limited Partnership for the Development of Douglas Plaza Phase II. However, due to existing economic and market conditions, the development of Phase II has been put on hold.

On July 18, 1991, the BRA authorized the Director to execute a license agreement with Peoples Baptist Church and Frank Williams, Trustee of the Wilshire Realty Trust for the use of a portion of Parcel 16B as an interim parking facility for a period of five (5) years, because of problems with parking in the area. Staff recommends that the remaining portion be leased for the same purposes to the Department of Parks and Recreation. Both license agreements contain the stipulation that the licensees would have to vacate the property if the decision is made to move forward on developing Douglass Plaza Phase II.

The request of the City's Parks and Recreation Department is based on the need for additional parking to accommodate spectators and participants in the numerous sports events at the Carter Playground. Currently, cars that are double-parked on Columbus Avenue in front of Carter Playground are blocking through traffic, including emergency vehicles. Authorization to park on Parcel 16B will alleviate much of this traffic congestion. The lot will be improved and maintained by the Parks Department. The use of this lot as an interim parking facility will improve the area, as well as alleviate the current parking problems in the area.

It is therefore recommended that the BRA authorize the Director to enter into a License Agreement with the City of Boston Parks and Recreation Department for a three (3) year term and to execute any other necessary and appropriate documents as determined by the Director in connection with the license of the land on a portion of Parcel 16B, bounded by Columbus Avenue and Davenport Street.

An appropriate vote follows:

VOTED: That the Director is authorized to execute and deliver a License Agreement to the Commissioner, Parks and Recreation Department, to operate an interim parking facility on a portion of Parcel 16B along Columbus Avenue and Davenport Street, for a period of three (3) years at no cost. Said license is to contain the expressed provision that no obligation on the part of the BRA direct or indirect is to be construed beyond this temporary tenancy. Said License shall obtain and also contain the expressed provision that Licensee agrees to assume all maintenance expenses including cleaning of litter, trash, debris or other disposable material on the premises. Said License to include such terms and conditions as the Director deems proper and in the best interest of the BRA and furthermore, the Director is authorized to execute any other necessary and appropriate documents as determined by the Director in connection with the license of the land on a portion of Parcel 16B.

Boston

Raymond L. Flynn, Mayor

July 16, 1992

Mr. Ted Chandler
Boston Redevelopment Authority
One City Hall Plaza, 9th Floor
Boston, MA 02201

Dear Mr. Chandler:

The Boston Parks Department respectfully requests the use of the two open lots situated on Columbus Avenue opposite both Carter Post Park and the Douglas Square Housing Complex. Parking has become a serious issue during the high influx of park users. Double and triple parking often occurs.

Public safety is a concern. Fire trucks and ambulances have had problems with passage. The police have worked amiably with us. The availability of these lots will improve public safety in and around Carter Playground.

With the permission of the BRA, the Boston Parks Department will organize the usage of the lots with the Carter Tennis Association and the local softball leagues.

Jose Ruiz and Jackie Cooper of the Parks Department and Muhammed Ali-Salaam and Ed O'Donnell have been in communication. Clean-up of the lot will be attained with the assistance of the BYCC program.

Sincerely,

Lawrence A. Dwyer
Lawrence A. Dwyer
Commissioner

cc: Lawrence A. Dwyer
Patrick Harrington ..
Don King
Juan Lopez, Mayor's Office
Jose Ruiz
Jackie Cooper
Muhammed Ali-Salaam
Edward O'Donnell ✓

*Ps. Ted,
We'd appreciate
this one greatly!*

Lawrence A. Dwyer/Commissioner/Parks and Recreation Department/1010 Mass. Ave /Boston, MA 02111



